Management Proposal

Bargaining Unit: 8

Exclusive Representative: CAL FIRE Local 2881

Following ratification by both parties of the successor Bargaining Unit 8 (BU 8) Memorandum of Understanding (MOU), the following referenced new sections or amendments are the only modifications to the successor MOU term of July 1, 2022 through June 30, 2024.

- 8.2.4.2.x (New) Shift Pattern 6 for Forestry Fire Pilots
- 11.1.x (New) Improving Affordability and Access to Health Care
- 12.9 Transportation and Parking Rates
- 13.13 Prefunding of Post-Retirement Health Benefits
- 14.3 Union-Management Committee on State Payroll System
- 14.x (New) Reducing the 72-Hour Duty Week
- 17.2 Wages
- 17.10 Longevity Pay Differential
- 17.11 Educational Incentive Pay
- 17.15 (Deleted) Special Salary Adjustments

All other provisions and side letters are rolled over through the MOU term.
Management Proposal

Bargaining Unit: 8

Exclusive Representative:  CAL FIRE Local 2881

Section 8.2.4.2 x (New)

Subject: Shift Pattern 6

Upon ratification by both parties, CAL FIRE will add shift pattern (24, 24, 12, 24, 24, 24, 12) 7 day shift pattern.

Lily Cervantes

Stephanie Portela

TC - 8/25/22 10:06AM
Management Proposal

Bargaining Unit: 8

Exclusive Representative: CAL FIRE Local 2881

Article: 8 – HOURS OF WORK AND OVERTIME

Subject: Fire Protection Employees

ARTICLE 8 – HOURS OF WORK AND OVERTIME

Section 8.2 Fire Protection Employees

8.2.1 This section covers all classifications in Unit 8 not covered by Sections 8.1, 8.3, or 8.4. These will be referred to as "fire protection employees."

Fire protection employees are those who (1) have been trained and have the legal authority and responsibility to engage in the prevention, control or extinguishment of a fire of any type; and (2) perform activities which are required for and are directly concerned with the prevention, control or extinguishment of fires, including dispatch and such incidental non-firefighting functions as housekeeping, equipment maintenance, lecturing, attending training drills and conducting inspections. Typically this includes most Unit 8 employees.

8.2.2 Duty Weeks

8.2.2.1 Full-time employees covered by this section, excluding Fire Lookouts, will be scheduled to work an average of 72 hours per week which includes 19 hours of extended duty week compensation compensated as described in Section 8.2.3.

8.2.2.2 Effective June 30, 2006 employees in this section shall be placed on year-round IRA.

8.2.2.3 Fire Lookouts will be scheduled to work an average 72-hours per week, which includes 19 hours of extended duty week compensation compensated at the half-time rate.

8.2.2.4 Heavy Fire Equipment Operator's (HFEO's) may be required to remain at the duty location during any or all of their assigned standby hours.

8.2.3 Overtime Compensation
Management Proposal

8.2.3.1 Employees on a 72-hour duty week will receive overtime pay for all hours worked in excess of 212 hours during the 28-consecutive day work period. For purposes of calculating all overtime (extended duty week and unplanned), the hourly rate of pay will be based on an average duty week of 72 hours. (All overtime (extended duty week and unplanned) shall be compensated at the time and one-half rate based on a 56-hour clock).

Formula: \(((S + 4.33) + C) \times f\) = Hourly Rate of Pay (HROP)
S = Salary including differentials included in calculating overtime
C = Clock  f = Factor  EDWC = Extended Duty Week Compensation
UPOT = Unplanned Overtime
Pilots, FC (A), FC (B), HFEO, FAE, FF II, Paramedic Classes

<table>
<thead>
<tr>
<th>EDWC Clock</th>
<th>EDWC Factor</th>
<th>EDWC Hours</th>
<th>UPOT Factor</th>
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<tbody>
<tr>
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<td>19</td>
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</table>

8.2.4 Shift Assignments for Fire Protection Employees

8.2.4.1 The following classifications can be assigned shift patterns only as listed below:

Shift Patterns

Fire Captain, Range A

Fire Apparatus Engineer

Stations 1, 3, 5
ECC 1, 2, 3, 4
Fire Prevention 3, 4
Helitack 2, 3, 4
Air Attack 3, 4
Training Officer 3, 4
Fire Captain, Range B 3, 4
HFEO 2, 3, 4
Firefighter II 1, 3
Firefighter II (Paramedic) 1, 3

Lily Cervantes

Stephanie Portela 8/25/22 10:29AM
Management Proposal

FAE (Paramedic) 1, 3
Fire Captain (Paramedic) 1, 3
Forestry Pilot 2, 3, 4, 6

8.2.4.2 Shift Patterns IRA 72

8.2.4.2.1 Shift Pattern 1
Work 10 10 10
Standby 14 14 14

8.2.4.2.2 Shift Pattern 2
Work 10 10 10 Then 10 10 10 10
Standby 14 14 2 14 14 14 2

8.2.4.2.3 Shift Pattern 3
Work 8 8 8 8 8
Standby 32 hours immediately following one or more of the first four scheduled workdays.

8.2.4.2.3.1 Shift pattern 3 may only be used for students or instructors attending formal training of 5 days or more in duration including required travel. Other temporary special assignments outside the employee’s assigned administrative unit requires agreement of the employee.

8.2.4.2.3.2 Shift pattern 3 shall be used for FAE JAC appointees who are attending the CAL FIRE Academy for the Driver Operator Module (DOM) only (permanent FF-II upon promotion to FAE).

8.2.4.2.4 Shift Pattern 4
Work 10 10 10 10
Standby 32 hours immediately following one or more of the first three scheduled workdays.

8.2.4.2.5 Shift Pattern 5
Work 10 10 10 10
Standby 32 hours immediately following one or more of the first three scheduled workdays.
Management Proposal

Employees may be placed on a 4 day duty week during the winter preparedness period. The only available duty days are Monday through Friday. The four day duty week is not to be used for routine minimum engine coverage staffing or Schedule “A” contract staffing.

8.2.4.2.6 Shift Pattern 6 (7 consecutive days)  

<table>
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TC 8/25/22 10:19AM

8.2.5 Notwithstanding any other provisions of the MOU, the parties agree that employees assigned to helitack may be assigned to a 10 hour duty day with 2 additional hours per duty day to be worked at the work site.

Such employees shall be available at the work site during all lunch and break periods that fall within the continuous hour period. This 12 continuous hour period may be adjusted such that it ends at or near “Aircraft Cutoff time”.

Lily Cervantes

Stephanie Portela  
8/25/22 10:29AM
Bargaining Unit: 8

Exclusive Representative: CAL FIRE Local 2881

Section: 11.1.x (NEW)

Subject: Improving Affordability and Access to Health Care

Effective the first day of the pay period following ratification by both parties, through June 30, 2024, all Bargaining Unit 8 employees enrolled in a state-sponsored health benefit plan shall receive a monthly payment of $260, regardless of party code enrollment.

This payment shall not be considered as compensation for purposes of retirement.

This section shall be grievable up to the Director of CAL FIRE and shall not be subject to arbitration.
Management Proposal

Bargaining Unit: 8

Exclusive Representative: CAL FIRE Local 2881

Section 12.9

Subject: Transportation Incentives and Parking Rate

12.9.1 The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.

12.9.2 Mass Transit

Effective the first day of the pay period following ratification by both parties, employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 100 percent discount on public transit passes sold by State agencies up to a maximum of $65 per month the current monthly exclusion amount provided by the Internal Revenue Service (IRS).

Employees who purchase public transit passes on the employee's own shall be eligible for a 100 percent reimbursement up to the current monthly exclusion amount provided by the IRS. The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpool shall not exceed the current combined IRS maximum monthly exclusion amount. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit. 12.9.3

12.9.3 Vanpool

Effective the first day of the pay period following ratification by both parties, employees riding in vanpools or driving vanpools shall be eligible for a 100 percent reimbursement of the monthly fee up to the current monthly exclusion amount provided by the IRS.

The State shall provide $100 per month to each State employee who meets the eligibility criteria and complies with program procedures as developed by the State for principal vanpool drivers.

The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpool shall not exceed the current combined IRS maximum monthly exclusion amount.
Management Proposal

amount. A vanpool must, at a minimum, meet the definition of a "commuter highway vehicle" as described in the Internal Revenue Code section 132 (f), including seating capacity requirements.

This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

12.9.4 For the term of this agreement, the parties agree that the State may increase parking rates in existing lots in an amount not to exceed twenty dollars per month. Every effort shall be made to provide employees 60 days but no less than 30 days notice of a parking rate increase. Rates at new lots administered by the State will be set at a level comparable to existing State lots. The parties agree that such increases will be uniformly applied to all represented employees in a given parking lot.

12.9.5 By April 1, 2000, the State shall develop a system to employees where parking fees may be paid with pre-tax dollars.

12.9.6 Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

Lily Cervantes

Stephanie Portela

8/25/22 10:29AM
Management Proposal

Bargaining Unit: 8

Exclusive Representative: CAL FIRE Local 2881

Section: 13.13

Subject: Prefunding of Post-Retirement Health Benefits

The State and Bargaining Unit 8 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Unit 8; and, agree that the foregoing concepts will be implemented as a means to begin to offset the future financial liability for health benefits for retired members.

A. Beginning As of July 1, 2017, the State and Bargaining Unit 8 will prefund retiree healthcare, with the goal of reaching a 50 percent cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2019. The amount of employee and matching employer contributions required to prefund retiree healthcare shall increase by the following percentages of pensionable compensation:

1. July 1, 2017. by 1.5 percent.
2. July 1, 2018. by 1.5 percent, for a total of 3.0 percent.
3. July 1, 2019. by 1.4 percent, for a total of 4.4 percent.

Effective the first day of the pay period following ratification by both parties, the employer and employee contribution as described in Section 13.13 paragraph A.3, will be decreased by one percent from 4.4 percent to 3.4 percent.

Effective July 1, 2023, the contribution percentages described in paragraph A shall be adjusted based on actuarially determined total normal costs. Adjustments to both the employer and employee contribution percentages will occur if the actuarially determined total normal costs increase or decrease by more than half a percent from the normal total cost contribution percentages in effect at the time. If it is determined that an adjustment to the contribution rate is necessary, commencing no sooner than July 1, 2023, and July 1 of each fiscal year thereafter, the employer and employee contribution percentages will be increased or decreased to maintain a 50 percent cost sharing of actuarially determined total normal costs. Furthermore, the increase or decrease to the employer or employee contribution in any given fiscal year shall not exceed 0.5 percent per year.

B. Employees Subject to Other Post Employment Benefit (OPEB) Prefunding
Management Proposal

All bargaining unit members who are eligible for health benefits must contribute, including permanent intermittent employees and seasonal firefighters. Bargaining unit members whose appointment tenure and/or time base make them ineligible for health benefits, such as: non-firefighting seasonal and temporary employees, and employees whose time base is less than half-time, do not contribute. The employee prefunding contribution for a permanent intermittent employee shall be based on a ratio comparing their annual scheduled hours of work in comparison to those of a corresponding permanent employee for that position. Bargaining unit members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Unit 8 shall begin contributing immediately, unless they are not subject, as set forth above.

C. Withholding of Contributions

Contributions shall be withheld from employee salary on a pre-tax basis, except for employees on disability, in which case contributions will be withheld post-tax. Positive pay employee contributions shall be taken in arrears, based on the prior month's hours worked. Positive pay employees paid semi-monthly, will have the whole month's contributions withheld from the second warrant during each monthly pay period.

1. Employees with a single hourly appointment shall have contributions withheld only up to the amount that would have been deducted had the employee held a full-time appointment.

2. Employees with an appointment subject to OPEB prefunding and an additional appointment in a bargaining unit not subject to OPEB prefunding, shall have contributions withheld only from the appointment subject to OPEB prefunding.

3. Employees with multiple appointments subject to OPEB prefunding shall have contributions computed by combining all subject appointments, provided the results do not exceed the amount earnable in full-time employment, as follows:
   a. Employees with a full-time appointment and an additional appointment (e.g., hourly), shall have contributions withheld from the full-time appointment only.
   b. Employees with multiple part-time or hourly appointments, shall have contributions withheld from any/all appointments, up to the amount that would have been deducted had the employee held a full-time appointment.

If an employee has multiple hourly appointments, the highest pay rate will be used to compute what the deduction would be if the employee held a full-time appointment at that pay rate. For employees with a part-time and
Management Proposal

hourly appointment, the deduction amount will be computed based upon the part-time appointment’s pay rate.

D. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or his/her beneficiary or survivor.

E. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.

F. The parties agree to support any legislation necessary to facilitate and implement prefunding of retiree health care obligations.

Lily Cervantes

Stephanie Portela
8/25/22 10:29AM
Management Proposal

Bargaining Unit: 8

Exclusive Representative: CAL FIRE Local 2881

Section 14.3

Subject: Union-Management Committee on State Payroll System

The parties agree to establish a Union-Management Committee to advise the State Controller on planned and anticipated changes to the State’s payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in the earning statements, and design of and transition to a biweekly pay system.

The committee shall be comprised of an equal number of management representatives and Union representatives. The union may have one representative who shall serve without loss of compensation.

The parties agree, upon notice by the State, to reopen only pertinent MOU sections needed to implement changes required by the California State Payroll System Project.

Lily Cervantes

Stephanie Portela 8/25/22 10:29AM
A. The State and the Union agree to reduce the current 72-hour duty week to a 66-hour duty week (a 24-hour reduction per work period) starting in Fiscal Year 2024-2025, subject to appropriation in the 2024-25 Budget Act. A Joint Labor Management Committee (JLMC) shall be established to determine the changes needed to implement the reduction. Topics of discussion shall include, but not be limited to:
   a. Hours of work (reduce the 72-hour duty week)
   b. Shift patterns
   c. Work schedules
   d. Retention and recruitment
   e. Classifications

B. The State and the Union agree to work through this JLMC to present a mutual agreement to the Director of Finance by July 1, 2023, for inclusion in the Governor's proposed 2024-2025 Budget.

C. If the Governor declares a fiscal emergency and General Fund monies over the multiyear forecasts beginning in the 2024-2025 Governor's Budget are not available to support the reduction to a 66-hour duty week on an ongoing basis, including the estimate of direct costs and any increases in the cost of overtime driven by the proposal, the parties agree to reopen this provision regarding how and when to implement this section.

D. Subject to paragraph C, implementation of the reduction shall occur effective November 1, 2024.

E. The parties agree to meet and confer over the implementation of reducing the 72-hour duty week.

F. The JLMC shall be comprised of an equal reasonable number of management representatives selected by the State and union representatives selected by the Union.

G. Employees who participate on the committee shall use state release time and shall suffer no loss of compensation for attending meetings of such committee.

H. The parties agree the JLMC will begin to meet no later than September 1, 2022. The JLMC shall meet at least three days per month, or more frequently, as needed and determined by the committee members. Dates and times of meetings and agendas of the JLMC shall be mutually determined by the members of the JLMC. Agenda items shall be agreed upon no later than two weeks prior to the scheduled meeting.
I. JLMC meetings shall not be considered contract negotiations.

J. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussion.

K. At each meeting, the State shall provide the Union with information if the Union provides the State with information requests a minimum of ten (10) days in advance of the meeting.

L. The terms of this section shall survive the expiration or termination of this MOU and shall survive and continue after any expiration or termination of the MOU until implementation of the 66-hour duty week.

M. This section does not preclude continued bargaining on other matters covered in the Memoranda of Understanding.

Stephanie Portela
8/25/22 10:29AM
Management Proposal

Bargaining Unit: 8

Exclusive Representative: CAL FIRE Local 2881

Section: 17.2

Subject: Wages

Effective the first day of pay period following the agreement ratification by both parties, the following shall apply to Bargaining Unit 8 (BU 8):

employees in the following Bargaining Unit 8 classifications will receive a special salary adjustment of:

1. Effective July 1, 2022, all BU 8 employees shall receive a General Salary Increase of 2.50 percent.

2. Effective January 1, 2023, all BU 8 employees shall receive a General Salary Increase of 2.00 percent.

3. Effective July 1, 2023, all BU 8 employees shall receive a General Salary Increase of 2.00 percent.

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<thead>
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<th>Class code</th>
<th>Description</th>
<th>Percentage</th>
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<tbody>
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<td>1082</td>
<td>Fire Fighter II</td>
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<td>1077</td>
<td>Fire Apparatus Engineer</td>
<td>6.50%</td>
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<tr>
<td>1095</td>
<td>Fire Captain</td>
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<tr>
<td>9723</td>
<td>Battalion Chief</td>
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<td>1755</td>
<td>Fire Fighter II/PM</td>
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<td>1756</td>
<td>Fire Apparatus ENG/PM</td>
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<tr>
<td>1757</td>
<td>Fire Captain/PM</td>
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<tr>
<td>1046</td>
<td>Forestry Fire Pilot</td>
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<td>6387</td>
<td>Heavy Fire Equipment Operator</td>
<td>5.30%</td>
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Effective July 1, 2017, employees in the following Bargaining Unit 8 classifications will receive a special salary adjustment of:

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<th>Description</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>1082</td>
<td>Fire Fighter II</td>
<td>4.20%</td>
</tr>
</tbody>
</table>

Lily Cervantes

Stephanie Portola

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Management Proposal

Class code 1077 Fire Apparatus Engineer 6.00%
Class code 1095 Fire Captain 6.00%
Class code 1755 Fire Fighter II/PM 4.20%
Class code 1756 Fire Apparatus ENG/PM 6.00%
Class code 1757 Fire Captain/PM 5.00%
Class code 1046 Forestry Fire Pilot 2.50%
Class code 6387 Heavy Fire Equipment Operator 5.00%

Effective July 1, 2018, employees in the following Bargaining Unit 8 classifications will receive a special salary adjustment of:

Class code 1082 Fire Fighter II 3.50%
Class code 1077 Fire Apparatus Engineer 3.00%
Class code 1095 Fire Captain 2.50%
Class code 1755 Fire Fighter II/PM 3.50%
Class code 1756 Fire Apparatus ENG/PM 3.00%
Class code 1757 Fire Captain/PM 2.50%
Class code 1046 Forestry Fire Pilot 2.50%
Class code 6387 Heavy Fire Equipment Operator 2.50%

Effective July 1, 2019, employees in the following Bargaining Unit 8 classifications will receive a special salary adjustment of:

Class code 1082 Fire Fighter II 2.75%
Class code 1077 Fire Apparatus Engineer 2.75%
Class code 1095 Fire Captain 2.75%
Class code 9723 Battalion Chief 2.00%
Class code 1755 Fire Fighter II/PM 2.75%
Class code 1756 Fire Apparatus ENG/PM 2.75%
Class code 1757 Fire Captain/PM 2.75%
Class code 1046 Forestry Fire Pilot 2.75%
Class code 6387 Heavy Fire Equipment Operator 2.75%

Lily Cervantes
Stephanie Portela
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Management Proposal

Effective July 1, 2020, employees in the following Bargaining Unit 8 classifications will receive a special salary adjustment of:

- Class code 1082 Fire Fighter II 2.50%
- Class code 1077 Fire Apparatus Engineer 2.50%
- Class code 1095 Fire Captain 2.50%
- Class code 9723 Battalion Chief 2.00%
- Class code 1755 Fire Fighter II/PM 2.50%
- Class code 1756 Fire Apparatus ENG/PM 2.50%
- Class code 1757 Fire Captain/PM 2.50%
- Class code 1046 Forestry Fire Pilot 2.50%
- Class code 6387 Heavy Fire Equipment Operator 2.50%

Effective the pay period following agreement:

- Class code 1755 Fire Fighter II (Paramedic) shall be increased by 5.10%
- Class code 1757 Fire Captain (Paramedic) shall be increased by 0.41%

[Signatures]

Lily Cervantes
Stephanie Portela
8/25/22 10:29AM
Management Proposal

Bargaining Unit: 8

Exclusive Representative: CAL FIRE Local 2881

Section 17.10

Subject: Longevity Pay Differential

17.10.1 Effective the first day of the pay period following ratification by both parties, Bargaining Unit 8 employees shall be eligible to receive the monthly pay differential as listed below:

- 17 & 18 years: 4% 3%
- 19 years: 2% 4%
- 20 years: 3% 5%
- 21 years: 4% 6%
- 22, 23 & 24 years: 5% 7%
- 25 years: 7% 9%

17.10.2 For purposes of determining eligibility, all time spent in state service shall count, as long as the employee is in Bargaining Unit 8 at the time eligibility for the pay differential is approved.

17.10.3 The above percentages are non-cumulative; i.e., an employee who has been in state service for twenty (20) years is eligible for a pay differential of three five percent (35%) above base salary, not the cumulative total of years 17, 18, 19 and 20 (e.g. 715%).

Lily Cervantes

Stephanie Portela

8/25/22 10:29AM
Management Proposal

Bargaining Unit: 8

Exclusive Representative: CAL FIRE Local 2881

Section 17.11

Subject: Educational Incentive Pay

17.11.1 Effective the first day of the pay period following ratification by both parties, the State shall pay $150 per pay period to all permanent employees who meet at least one of the following criteria:

17.11.1.1 Permanent employees in fire protection classifications who have been journeyed under the approved JAC program or who have been granted a journey-level equivalency, or permanent employees in fire protection classifications with an appointment prior to the initiation of the California Fire Fighter JAC Program on July 1, 1983.

17.11.1.2 Employees in the following classifications:
   - Battalion Chief
   - Forester I
   - Fire Captain

17.11.1.3 Employees in classifications that do not require a JAC certificate program (e.g. Forestry Pilot (Helicopter), Fire Prevention Assistant, Fire Prevention Specialist I and II, Forestry Logistics Officer I) who have completed 60 units from an accredited community college, college or university.

The above changes to this MOU provision, applies to any newly hired Heavy Fire Equipment Operator (HFEO) as of July 1, 2014. Any HFEO’s receiving this pay differential prior to July 1, 2014, will receive the educational differential based on language prior to this change.

Lily Cervantes

Stephanie Portela
8/25/22 10:29AM
Management Proposal

Bargaining Unit: 8
Exclusive Representative: CAL FIRE Local 2881
Section: 17.15
Subject: Deleted Special-Salary-Adjustments

The following Bargaining Unit 8 classifications will receive a Special-Salary-Adjustment of two percent effective the first day of the pay period following agreement, two percent effective July 1, 2017; two percent effective July 1, 2018; two percent effective July 1, 2019; and two percent effective July 1, 2020:

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<td>FIRE-PREVENTION-OFFICER-I</td>
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<td>FIRE-PREVENTION-OFFICER-II</td>
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<td>FORESTER-I (NONSUPERVISORY)</td>
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<td>FORESTRY-AIDE</td>
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<td>AVIATION-OFFICER-III (MAINTENANCE)</td>
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<td>AVIATION-OFFICER-III (FLIGHT OPERATIONS)</td>
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